

SPECIFICATIONS

# **RENOVATIONS TO RECYCLING CENTER BALER FACILITY**

DEPARTMENT OF PUBLIC WORKS  
RECYCLING DEPARTMENT

FOR THE CITY OF READING

PENNSYLVANIA



*Bid Issue Date: July 10, 2014*

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## **NOTICE AND INSTRUCTIONS**

# CITY OF READING RECYCLING CENTER BALER FACILITY RENOVATIONS

## CITY OF READING, PENNSYLVANIA

### NOTICE TO CONTRACTORS

The City of Reading will receive sealed proposals in the Office of the City Purchasing Coordinator, Rm. 2-45, City Hall, 815 Washington Street, Reading, PA, until 3:00 PM, prevailing time on Friday, August 8, 2014 for the Recycling Center Baler Facility Renovations for the City of Reading, Pennsylvania, as per specifications on file in the Office of the Purchasing Coordinator.

Specifications and Proposal Forms for the above work can be obtained at the Office of the Purchasing Coordinator, Rm. 2-45 City Hall.

A mandatory pre-bid conference / site visit will be held on Friday, July 18, 2014 at 11:00 AM at the project site on Hill Road (behind Engleman Park), Reading, PA. All prospective contractors must attend.

Each proposal shall be accompanied by bid surety in the amount of ten percent (10%) of the proposal. A certified check or bid bond will be accepted.

Attention is called to the fact that Davis-Bacon Act prevailing wage rates must be paid by the contractor and that employees shall not be discriminated against because of race, color, age, religion, sex or national origin.

The City of Reading reserves the right to accept or reject any and all bids, and to accept or reject any part of a bid, as may be in the public interest.

Funding for this project is from the United States Department of Environmental Protection and the City of Reading.

Tammi Reinhart  
Purchasing Coordinator

## CITY OF READING RECYCLING CENTER BALER FACILITY RENOVATIONS

### INSTRUCTIONS TO BIDDERS

#### PROPOSAL SUBMISSION

Proposals shall be submitted in duplicate on the "Proposal Forms" included in the specifications for the work, and shall be based on the specifications. Each proposal should be submitted in a sealed envelope, and shall plainly indicate on it the title of the proposal, and the date for receiving the bid. This shall be delivered to the City Purchasing Coordinator on or before the time stated in the NOTICE TO CONTRACTORS.

Bids received at the Office of the City Purchasing Coordinator after the hour specified, will not be considered. Bidders are invited to be present at the opening of bids.

#### BONDS

Bid security, in the amount of ten percent (10%) of the bid price shall accompany each proposal. This bid security may be a Certified or Cashier's Check, or a bid bond furnished by a surety company, satisfactory to the City of Reading. The successful bidder, upon award of contract, shall furnish at the time of execution of the same, a Maintenance Bond, Payment Bond, and Performance Bond by a surety company acceptable to the City of Reading, in an amount equal to ONE HUNDRED PERCENT (100%) of the contract to guarantee satisfactory performance, and a Wage Rate Compliance Bond in an amount equal to FIFTY PERCENT (50%) of the contract. All bonds are subject to approval by the City Solicitor.

In case the contract is awarded to a bidder who fails to enter the contract or to deliver all required bonds and affidavits, the cash or check deposited shall become absolute property of the City; or if a bond has been deposited, it shall become payable immediately. Cash, checks or bonds deposited will be returned to unsuccessful bidders as soon as the contract is awarded, or all bids rejected.

#### INSURANCE

The Contractor, at the time of execution of the contract, shall also furnish the City with insurance certificates of adequate limits, as later indicated, to protect the City of Reading, its agents, and employees from any litigation involving Worker's Compensation, Public Liability and Property Damage, involved in the work. All subcontractors must also furnish copies of their liability insurance and Worker's Compensation Insurance certificates to the City. No subcontractor will be allowed to perform any work under this contract by the City unless such certificates are submitted to and approved by the City beforehand.

#### WORKERS' COMPENSATION AND PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The status of the Contractor in the work to be performed by the Contractor is that of any independent Contractor and as such, he shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things, and as such he alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Contractor, his sub-contractors, agents, or employees have been negligent, and the Contractor shall keep the City free and discharged of and from any and all responsibility and liability therefore of any sort or kind. The Contractor shall assume all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty. The Contractor shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any Federal, State, County or Local laws, regulations, or ordinances; the Contractor shall indemnify and save harmless the City from all suits or actions of law of any kind whatsoever in connection with this work and shall if required by the City, produce evidence of settlement of any such action before final payment shall be made by the City. Contractor's Liability Insurance Certificate shall include the save harmless clause and shall be filed with the City.

The Contractor shall maintain such insurance as will protect him from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage, which may arise from and during operations under this Contract, whether such operations be by himself, by any subcontractor or anyone directly or indirectly employed by either of them. Contractor's liability insurance shall

## CITY OF READING RECYCLING CENTER BALER FACILITY RENOVATIONS

be in the names of the Contractor and the City, as their respective interests may appear. Certificates of such insurance shall be filed with the City Risk and Safety Manager.

The minimum amount of liability insurance to be maintained by the Contractor during the life of the contract shall be as follows:

**Comprehensive General Liability** – for bodily injury and property damage – including any liability normally covered by a general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

**Business Automobile Liability** – For owned, non-owned, leased and hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage.

**Professional Liability** – in minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

**Worker's Compensation** – Statutory limits in each state in which Service Provider is required to provide Worker's Compensation coverage including "All States" and "Voluntary Compensation" endorsement, and a Waiver of Subrogation endorsement in favor of the County.

**Employer's Liability** – with limits of not less than \$100,000 Accident – Each Accident, \$100,000 Disease – Each Employee; and \$500,000 Disease – Policy Limit.

Prior to commencement of performance of this Agreement, Contractor shall furnish to the City a certificate of insurance evidencing all required coverage in at least the limits required herein, **naming the City of Reading, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability coverage**, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the City. Such certificate shall be issued to: **City of Reading, 815 Washington Street, Reading, PA 19601**. All policies shall be in effect with companies holding an A.M. Best rating of "A-" or better and shall be licensed to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the City.

Please forward a certificate of insurance verifying these insurance requirements.

Liability insurance shall include automobile coverage, including "hired automobiles and non-ownership automobiles."

Liability insurance shall include the hazard of collapse, damage to underground utilities, underground blasting, and excavation. Prior to any blasting which may be required, blasting insurance shall be obtained by the Contractor in an amount satisfactory to the City Engineer.

Liability insurance shall include the hazard of building collapse and of damage to adjoining properties and/or to individuals located within or adjacent to each project site.

All subcontractors performing work under this contract must furnish to the City a copy of their Certificate of Insurance for Workers' Compensation and liability for bodily injury and property damage.

### WAGES AND EMPLOYMENT REQUIREMENTS

Bidder agrees that not less than the Federal Davis Bacon Act prevailing wages will be paid.

The Contractor will further agree to comply with Commonwealth of Pennsylvania Act of August 15, 1961, P.L. 1225 and amendments as applicable.

## CITY OF READING RECYCLING CENTER BALER FACILITY RENOVATIONS

### EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which may be provided by the City setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representatives of the Contractor, commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted.

### EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

### SUPERVISION OF WORKERS

The Contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be authorized by the Contractor to accept and act upon all directives issued by the City. Failure for the supervisor to act on said directives shall be sufficient cause to give notice that the Contractor is in default of the contract unless such directives would create potential personal injury or safety hazards.

This contract will be under the direct supervision of the City or its authorized representatives. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the Contractor and the City authorized representatives and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.

### SUBCONTRACTS

The Contractor will not be allowed to subcontract work under this contract unless written approval is granted by the City. The Subcontractor, as approved, shall be bound by the conditions of the contract between the City and the Contractor. The authorization of a Subcontractor is to perform in accordance with all terms of the contract and specifications. All required notices, work orders, directives, and requests for emergency services will be directed to the Contractor. All directions given to the Subcontractor in the field shall bind the Contractor as if the notice had been given directly to the Contractor.

## CITY OF READING RECYCLING CENTER BALER FACILITY RENOVATIONS

### QUALITY

Where a bid is asked for a certain article or "Approved Equal" and the bidder intends to furnish an article which the bidder considers equal to the one named, the bidder must specify in the bid the name and grade of said article. All disputes concerning grade and quality of materials or work shall be determined by a person duly authorized by the City.

### TIME OF COMPLETION

The bidders are herewith cautioned that the time of completion indicated in their proposal must be complied with. To insure timely completion, the successful bidder will be required to furnish adequate equipment, and qualified personnel in sufficient numbers at all times.

Where a date is set for delivery of materials or the performance of work, said materials must be delivered, or work performed, in accordance with the specifications or description herein contained on or before said date, or the order to the delinquent party will be canceled and awarded to the next lowest responsible bidder.

### BUSINESS PRIVILEGE TAX

The City of Reading imposes a Business Privilege License, at \$55.00 per calendar year. In addition, a Business Privilege Tax is imposed at the rate of 2-1/4 mills upon the gross receipts attributable to business conducted within the City of Reading.

### PERMITS/LICENSES

The Contractor shall, at his expense, pay all fees and procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. The Contractor shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

### BASIS OF PAYMENT

All prices to be quoted F.O.B. Reading, PA destination. The City of Reading is tax exempt.

### OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS

The Contractor at all times during the term of this contract shall observe and abide by all Federal, State, and Local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The Contractor shall comply fully and completely with any and all applicable State and Federal Statutes, rules and regulations as they relate to hiring, wages, and any other applicable conditions of employment.

### PRE-BID MEETING

For the purpose of familiarizing Bidders with the project, answering questions, and issuing addenda as needed for clarification of the bidding document, a mandatory pre-bid conference / site visits will be held on Friday, July 18, 2014 at 11:00 AM at Tuesday, January 28, 2014 at 9:00 AM at the project site on Hill Road (behind Engleman Park), Reading, PA. All prospective contractors must attend.

### WITHDRAWAL OF PROPOSALS/BIDS

After a bid has been opened, it may not be withdrawn except as provided by Act of January 23, 1974, P.L. 9 No. 4, as same may be amended.

No bids may be withdrawn for a period of ninety (90) days following the formal opening and receipt of bids by the City of Reading.

### BID REJECTION

The City of Reading reserves the right to reject any or all bids and to accept or reject any part of any bid. It also reserves the right to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the City.



## CITY OF READING RECYCLING CENTER BALER FACILITY RENOVATIONS

### EXECUTION OF CONTRACT

The successful Bidder shall, within ten (10) calendar days after mailing of contract documents by the City to the Principal, enter into contract with the City on form as included within the bidding documents for the appropriate bonds, indemnities and insurances required hereunder.

The contract, when executed, shall be deemed to include the entire agreement between the parties; the Contractor shall not base any claim for modification of the contract upon any prior representation or promise made by the representatives or the City, or other persons.

All attachments are considered as part of this document.

### METHOD OF PAYMENT

Payments shall be based on an invoice submitted by the General Contractor or approved representative Construction Manager. The City shall have the right to withhold disbursement funds if in the City's opinion construction work for which payment has been requested is of poor workmanship, contrary to any applicable codes and contract specifications, violation of appropriate paperwork requirements that are not up to date and approved for this billing period, General Contractor fails to comply with this Agreement, or for other conditions or circumstances which the City deems not to be in the best interest of the public.

Ten percent (10%) of each General Contractor invoice request shall be retained by the City on this contract until it is completed up to City codes and contract specifications and approved by a City Official or person representing a City Official (Architect or Engineer).

### ACCESS TO ACCOUNTING RECORDS

The contractor shall certify that all materials, equipment, and labor charged to the City are accounted for and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The City or its representative shall be afforded access to all the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Contract, and the Contractor shall preserve all such records for a period of three (3) years, or for such longer period as may be required by law, after the final payment.

### ASSIGNMENT OF REFUND RIGHTS

The City is not subject to federal, state, or local sales or use tax or federal excise tax. Contractor hereby assigns to City all of its rights, title, and interest in any sales or use tax which may be refunded as a result of the purchase of any materials purchased in connection with the Contract and Contractor, unless directed by the City, shall not file a claim for any sales or use tax refund subject to this assignment. Contractor authorizes the City, in its own name or the name of the Contractor, to file a claim for a refund of any sales or use tax subject to this assignment.

### CONTRACTS WITH SUBCONTRACTORS

The Contractor agrees to include the above references paragraphs in any contract with subcontractors and to provide proof thereof to the City of Reading if requested.

### NOTICE TO PROCEED

The Contractor shall begin work on the job site within ten (10) days after receiving Notice to Proceed from the City.

### DISCONTINUANCE OF WORK

Any practice obviously hazardous as determined by the City shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice.

## CITY OF READING RECYCLING CENTER BALER FACILITY RENOVATIONS

### CONTRACT TERMINATION

The City shall have the right to terminate a contract or a part thereof before the work is completed in the event:

1. Previous unknown circumstances arise making it desirable in the public interest to void the contract.
2. The contractor is not adequately complying with the specifications.
3. The contractor refuses, neglects, or fails to supply properly trained or skilled supervisory personal and/or workers or proper equipment.
4. The contractor in the judgment of the City is unnecessarily or willfully delaying the performance and completion of the work.
5. The contractor refuses to proceed with work when and as directed by the City.
6. The contractor abandons the work.

Contractors who have questions concerning various aspects of this Contract should contact the following persons:

### QUESTIONS REGARDING SPECIFICATIONS OR BID PROCESS

To ensure fair consideration for all bidders, the City prohibits communication to or with any department or division manager or employee during the bid process with the exception of those questions relative to interpretation of specifications of the bid process. Such questions shall be submitted to the Purchasing Coordinator in writing by 5:00 pm, Friday, July 25, 2014. Responses to questions shall be issued to all bidders in the form of a written addendum no later than Friday, August 1, 2014.

Tammi Reinhart, Purchasing Coordinator  
City Hall Purchasing Office  
815 Washington Street  
Reading, PA 19601-3690  
(610) 655-6427 (fax)  
tammi.reinhart@readingpa.org

**Notice: Payment of invoices are subject to the terms and conditions of the sources of funding for this project.**

## **DOCUMENTS TO BE SUBMITTED WITH BID**

**City of Reading**  
**Recycling Center Baler Facility Renovations**

City of Reading Bid Number: TBD  
Construction Manager's Project Number: 13088-22

In a sealed addressed envelope, add the following notation to the envelope as follows:

**PROPOSAL FOR GENERAL CONSTRUCTION**  
**Recycling Center Baler Facility Renovations**  
**for the City of Reading**

**PROPOSAL SUBMITTED BY:**

**ACKNOWLEDGEMENT OF  
ADDENDA RECEIVED:**

\_\_\_\_\_  
(Name of Bidding Firm)

Add. No.: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
(Street Address)

Add. No.: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
(Town, State, Zip Code)

Add. No.: \_\_\_\_\_ Date: \_\_\_\_\_

**To the City Council and Mayor of  
the City of Reading:**

Add. No.: \_\_\_\_\_ Date: \_\_\_\_\_

Add. No.: \_\_\_\_\_ Date: \_\_\_\_\_

Add. No.: \_\_\_\_\_ Date: \_\_\_\_\_

Add. No.: \_\_\_\_\_ Date: \_\_\_\_\_

Add. No.: \_\_\_\_\_ Date: \_\_\_\_\_

Upon review of the drawings, specifications,  
the site and all conditions affecting the work  
the undersigned proposes to perform and  
complete all base bid work for **General Construction** for the **Recycling Center Baler  
Facility Renovations** in accordance with the Bid Documents as enclosed and all  
Addenda (if any) as noted above for the total sum of:

(\$ \_\_\_\_\_ )

**Dollars**

Our bid shall remain firm for the time period indicated in the instructions to Bidders. The work shall be completed on or before the date indicated in the Specifications.

**City of Reading**  
**Recycling Center Baler Facility Renovations**

City of Reading Bid Number: TBD

**BREAKDOWN:**

The following base bid breakdown must be provided with your bid:

**Baler Facility**

Site / Electrical Work from Hill Road to Building: \$ \_\_\_\_\_

Balance of Electrical Work: \$ \_\_\_\_\_

Balance of Work: \$ \_\_\_\_\_

Subtotal \$ \_\_\_\_\_

**Total Bid Amount**

(should equal base bid amount listed on previous sheet) \$ \_\_\_\_\_

Contractors should be aware that the Awarded Contractor shall be expected to provide invoicing on a schedule of values method that equates to the same pricing as listed above.

**UNIT PRICES:**

The Contractor is required to bid unit prices on the following items as identified below. If any extra Work is required in these categories beyond the Contract requirements, the unit prices shall be used as a basis for determining the amount of additional payment to the Contractor. If any deletions are to be made in these categories, the unit prices shall be used as the basis for determining credit the Owner is entitled to receive. The Owner reserves the right to reject any unit price which is unreasonable or unbalanced, as compared with prevailing costs, or as compared with the unit prices submitted by other bidders for this Project. The Owner reserves the right to ask for a revised unit price before or after the Contracts are signed.

**Unit Price 1: RESERVED** \$ \_\_\_\_\_

**City of Reading**  
**Recycling Center Baler Facility Renovations**

City of Reading Bid Number: TBD

**ALTERNATES:**

We the undersigned agree to modify the base bid by the amounts stated below for alternates as specified in the Contract Documents. The Owner may accept any or all of the alternates in any order. All alternate work shall be completed within the same time frame as indicated on the contract Documents for associated work.

Alternate prices shall be inclusive of the costs of materials, labor, balancing and testing (if required), overhead and profit, supervision, administration and any and all other costs in connection with the alternate work.

Directions: Strike the inappropriate word "Add" or "Deduct" listed below to indicate whether alternate will add or deduct from your base bid price listed on previous sheet.

**Alternate A1 :** Removal and replacement of existing concrete column, including installation of new steel beam.

Add / Deduct \_\_\_\_\_ Dollars ( \$ \_\_\_\_\_ )

**Alternate A2 :** New motorized overhead garage doors in lieu of manual doors.

Add / Deduct \_\_\_\_\_ Dollars ( \$ \_\_\_\_\_ )

**Alternate A3 :** New exterior storage bunker.

Add / Deduct \_\_\_\_\_ Dollars ( \$ \_\_\_\_\_ )

**Alternate A4 :** Painting of existing interior cmu walls.

Add / Deduct \_\_\_\_\_ Dollars ( \$ \_\_\_\_\_ )

**City of Reading**  
**Recycling Center Baler Facility Renovations**

City of Reading Bid Number: TBD

**SUMMARY:**

This Bid is submitted in accordance with and subject to all terms and conditions of the Bidding Documents which are incorporated herein by reference and shall be construed to be part hereof, with the same effect as if such were reported at length herein.

When the bidder is an individual:

WITNESS:

\_\_\_\_\_

BIDDER:

\_\_\_\_\_ (SEAL)  
Signature of Individual

Trading and doing business as:

\_\_\_\_\_

\_\_\_\_\_

Address

When the bidder is a partnership (Name of Partners):

WITNESS:

BIDDER:

\_\_\_\_\_  
Name of Partnership

\_\_\_\_\_

Address

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Partner

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Partner

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Partner

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Partner

**City of Reading**  
**Recycling Center Baler Facility Renovations**

City of Reading Bid Number: TBD

When the bidder is a corporation:

ATTEST:

BIDDER:

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Address

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_ (SEAL)  
President or Vice President

(CORPORATE SEAL)

\_\_\_\_\_ is a corporation organized and existing under the  
laws of \_\_\_\_\_ and has (has not) been granted a  
certificate of authority to do business in the Commonwealth of Pennsylvania.

**END OF BID FORM**



CITY OF READING RECYCLING CENTER BALER FACILITY RENOVATIONS

**THE FOLLOWING PRICE BREAKDOWNS MUST BE SUBMITTED WITH THE BID**

Price quote for the Recycling Center Baler Facility Renovations \$ \_\_\_\_\_

N/A     RESERVED \$ \_\_\_\_\_

**Total** \$ \_\_\_\_\_

CITY OF READING RECYCLING CENTER BALER FACILITY RENOVATIONS

PROPOSAL

Proposal of:

Name:

Address:

TO: Mayor Spencer  
City of Reading  
815 Washington Street  
Reading, PA 19601

Dear Mayor Spencer:

In conformity with City Plans and specifications, all as prepared by the Purchasing Department and after an examination of the site of the work, and the Contract Documents, including the instructions to Bidders, Form of Proposal, the undersigned submits this proposal.

The undersigned declares that no Member of Council, Director of Department, Division Manager, deputy thereof or clerk therein, or other officer of the City of Reading, is directly or indirectly interested as principal, surety or otherwise in this proposal or has any supervision or overall responsibility for the implementation in administration of the contract.

It is certified that the undersigned is the only person(s) interested in this proposal as principal and that the proposal is made without collusion with any person, firm, or corporation.

It is hereby agreed to execute the contract on the forms enclosed in the Contract Documents, in the amount of one hundred percent (100%) of the contract price within ten (10) days of mailing of the contract documents from the City to the Principal, and to begin work within ten (10) days after receipt of Notice to Proceed from the City of Reading.

It is proposed to furnish and deliver all materials, tools, equipment, power, tests and transportation, perform all labor, superintendence, and all means of construction, and do all incidental work, and to execute, construct and finish in an expeditious and workman-like manner, in accordance with the plans and specifications, to the satisfaction and acceptance of the City of Reading and its Engineer for the total base bid as herein bid:

\_\_\_\_\_ (written)

\$\_\_\_\_\_ (figures).

CITY OF READING RECYCLING CENTER BALER FACILITY RENOVATIONS

**IN WITNESS WHEREOF**, this proposal has been executed this \_\_\_\_ day \_\_\_\_\_ A.D. 20\_\_\_\_, by the setting hereunto of his or its hand and seal.

(INDIVIDUAL: PRINCIPAL)

\_\_\_\_\_(Seal)  
(Signature of Individual)

Witness:

\_\_\_\_\_

Trading and Doing Business as:

\_\_\_\_\_

-----

CITY OF READING RECYCLING CENTER BALER FACILITY RENOVATIONS

(PARTNERSHIP PRINCIPAL)

	_____ (Seal)
	(Name of Partnership)
Witness:	
_____	By: _____ (Seal)
	(Partner)
Witness:	
_____	By: _____ (Seal)
	(Partner)
Witness:	
_____	By: _____ (Seal)
	(Partner)
Witness:	
_____	By: _____ (Seal)
	(Partner)

(CORPORATION PRINCIPAL)

Attest:

\_\_\_\_\_  
(Assistant Secretary)

\_\_\_\_\_  
(Name of Corporation)

By: \_\_\_\_\_  
(Vice) President

(CORPORATE SEAL)

or (if appropriate)

\_\_\_\_\_  
(Name of Corporation)

By: \_\_\_\_\_  
Authorized Representative

CITY OF READING RECYCLING CENTER BALER FACILITY RENOVATIONS

(ONLY AS NEEDED)

CERTIFICATE OF ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

THE CITY OF READING

ADDENDUM NO. \_\_\_\_\_ TO BID FOR: \_\_\_\_\_

OPENING DATE: \_\_\_\_\_

NOTICE

This addendum must be signed, attached to, and returned with your proposal to the City of Reading by the time and date indicated above. This sheet is now part of the Contract Documents.

I, HEREBY CERTIFY, THAT THE CHANGES COVERED BY THIS ADDENDUM HAVE BEEN TAKEN INTO ACCOUNT WITH THE TOTAL BID PRICE.

Firm Name (Type or Print) \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_

Name (Type or Print) \_\_\_\_\_ Date \_\_\_\_\_

# DRAFT AIA® Document A305™ - 1986

## Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: « »

ADDRESS: « »

SUBMITTED BY: « »

NAME: « »

ADDRESS: « »

PRINCIPAL OFFICE: « »

[ « » ] Corporation

[ « » ] Partnership

[ « » ] Individual

[ « » ] Joint Venture

[ « » ] Other « »

NAME OF PROJECT: (if applicable) «-----»

TYPE OF WORK: (file separate form for each Classification of Work)

[ « » ] General Construction

[ « » ] HVAC

[ « » ] Electrical

[ « » ] Plumbing

[ « » ] Other: (Specify) « »

### § 1 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? « »

§ 1.2 How many years has your organization been in business under its present business name? « »

§ 1.2.1 Under what other or former names has your organization operated?

« »

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: « »

§ 1.3.2 State of incorporation: « »

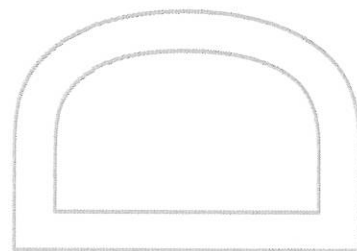
§ 1.3.3 President's name: « »

#### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.



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§ 1.3.4 Vice-president's name(s)

« »

§ 1.3.5 Secretary's name: « »

§ 1.3.6 Treasurer's name: « »

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization: « »

§ 1.4.2 Type of partnership (if applicable): « »

§ 1.4.3 Name(s) of general partner(s)

« »

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization: « »

§ 1.5.2 Name of owner:

« »

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

« »

## § 2 LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

« »

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

« »

## § 3 EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

« »

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

« »

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

« »

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

« »

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

« »

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

« »

§ 3.4.1 State total worth of work in progress and under contract:

« »

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

« »

§ 3.5.1 State average annual amount of construction work performed during the past five years:

« »

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

« »

## § 4 REFERENCES

§ 4.1 Trade References:

« »

§ 4.2 Bank References:

« »

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

« »

§ 4.3.2 Name and address of agent:

« »

## § 5 FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;



Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

« »

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

« »

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

« »

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

« »

## § 6 SIGNATURE

§ 6.1 Dated at this « » day of « » « »

Name of Organization: « »

By: « »

Title: « »

## § 6.2

« »

M « » being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this « » day of « » « »

Notary Public: « »

My Commission Expires: « »

## **CONTRACT DOCUMENTS**

CITY OF READING RECYCLING CENTER BALER FACILITY RENOVATIONS

STIPULATION AGAINST LIENS

WHEREAS, \_\_\_\_\_, hereinafter called the CONTRACTOR, has entered into a CONTRACT, dated \_\_\_\_\_, 20\_\_\_\_, with \_\_\_\_\_ hereinafter called the CITY, to provide materials and perform labor necessary for the manufacture and furnishing of the: as set forth in the CONTRACT DOCUMENTS as prepared by the City of Reading.

NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties, as part of the said CONTRACT, and for the consideration therein set forth, that neither the undersigned CONTRACTOR, any SUBCONTRACTOR or material man, nor any other person furnishing labor or materials to the said CONTRACTOR under this CONTRACT shall file a lien, commonly called a mechanic's lien, for WORK done or materials furnished for the above manufacture.

This stipulation is made and shall be filed with the Berks County Prothonotary within ten (10) days after execution, in accordance with the requirements of Section 1402 of the Mechanics Lien Law of 1963 of the Commonwealth of Pennsylvania in such case provided.

IN WITNESS WHEREOF, the parties hereto have caused the signature of their proper officers to be affixed thereto on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

(SEAL)

\_\_\_\_\_  
(CITY OF READING)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
(CONTRACTOR)

ATTEST:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

CITY OF READING RECYCLING CENTER BALER FACILITY RENOVATIONS

INDEMNITY AGREEMENT & HOLD HARMLESS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned has entered into a contract with the CITY OF READING, dated \_\_\_\_\_, 20 \_\_, providing for the \_\_\_\_\_ City of Reading, Pennsylvania.

NOW, THEREFORE, in consideration of the award of said contract to the undersigned, \_\_\_\_\_, as well as in further consideration of the sum of ONE DOLLAR (\$1.00) in hand paid to the said \_\_\_\_\_ by the City of Reading, receipt whereof is hereby acknowledged, the said \_\_\_\_\_ agrees to indemnify and save harmless the CITY OF READING, its officers, agents, servants, and employees against any and all loss, damage, costs and expenses which the said CITY may hereafter suffer, incur, be put to or pay by reason of any bodily injury (including death) or damage to property arising out of any act or omission in performance of the work undertaken under the aforesaid contract.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
(Title)

CITY OF READING RECYCLING CENTER BALER FACILITY RENOVATIONS

NOTICE TO PROCEED

TO:

Project \_\_\_\_\_

Contract No. \_\_\_\_\_

Amount of Contract \_\_\_\_\_

You are hereby notified to commence work on the referenced contract on or before \_\_\_\_\_, 20\_\_\_\_, and shall fully complete all of the work of said contract within \_\_\_\_\_ consecutive calendar days thereafter. Your completion date is therefore \_\_\_\_\_, 20\_\_\_\_.

The contract provides for an assessment of the sum of \$ \_\_\_\_\_ as liquidated damages for each consecutive calendar day after the above established contract completion date that the work remains incomplete.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

ACCEPTANCE OF NOTICE

Receipt of foregoing Notice to Proceed is hereby acknowledged

By \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

## **DAVIS-BACON LABOR & INDUSTRY WAGE RATES**

*NOTE: TO BE ISSUED VIA ADDENDUM ONE WEEK PRIOR TO  
BID SUBMISSION DATE*

## **TECHNICAL SPECIFICATIONS**